

## JOINT POWER AGREEMENT

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE  
STATE OF SOUTH DAKOTA

AGREEMENT made and entered into by and between the South Dakota Department of Agriculture, an agency of the State of South Dakota, 523 East Capitol Ave., Pierre, SD 57501-3182, (hereinafter "State") and Rapid City Area Schools 51-4 of 300 6st Street, Rapid City, SD 57701, (hereinafter "CONTRACTOR").

## I

## GENERAL PROVISIONS

The State hereby enters into this Agreement for services with CONTRACTOR in consideration of and pursuant to the terms and conditions set forth herein.

1. The CONTRACTOR and state will perform those services described in the Work Plan, attached hereto as Exhibits A, B, C, D and by this reference incorporated herein.
2. The CONTRACTOR's services under this Agreement shall commence on the **1<sup>st</sup> Day of June, 2010** and end on the **31<sup>st</sup> Day of December, 2015**, unless sooner terminated pursuant to the terms hereof.
3. The CONTRACTOR will not use State equipment, supplies or facilities.
4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$250,000.00 per calendar year. The State will not pay CONTRACTOR's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher.
5. The CONTRACTOR agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the CONTRACTOR to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
6. The CONTRACTOR, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The CONTRACTOR shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit

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or other proceeding is filed against a state employee as a result of the services provided pursuant to this agreement.

### B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The CONTRACTOR agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars.

### C. Business Automobile Liability Insurance:

The CONTRACTOR shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

### D. Worker's Compensation Insurance:

The CONTRACTOR shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the CONTRACTOR shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The CONTRACTOR shall furnish copies of insurance policies if requested by the State.

7. While performing services hereunder, the CONTRACTOR is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. CONTRACTOR agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject CONTRACTOR or the State to liability. CONTRACTOR shall report any such event to the State immediately upon discovery. CONTRACTOR's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. CONTRACTOR's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of CONTRACTOR to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the CONTRACTOR breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If

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termination for such a default is effected by the State, any payments due to CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the State because of CONTRACTOR's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by CONTRACTOR it is determined that CONTRACTOR was not at fault, then the CONTRACTOR shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The CONTRACTOR will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The CONTRACTOR may not use subcontractors to perform the services described herein without the express prior written consent of the State. The CONTRACTOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The CONTRACTOR will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Brenda Even on behalf of the State, and by (contact name), on behalf of the CONTRACTOR, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of

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default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

18. If the contracting party is not a natural person, evidence of authority granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity must be attached hereto as a condition precedent to any obligation by the State of South Dakota under the agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement shall be adequate proof of authority.

## II. JOINT POWERS

A. The STATE and CONTRACTOR agree to the following provisions pursuant to the Joint Powers Act (SDCL 1-24):

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this agreement by the STATE and CONTRACTOR respectively. Each party has responsibilities under the terms of this Agreement and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill the agreement will be undertaken by the respective agencies as described herein. No real property will be purchased to use for this Agreement.
2. A copy of this Agreement will be filed by the CONTRACTOR, with the Attorney General and the Legislative Research Council not more than 14 days after execution as required by SDCL 1-24-6.1
3. Financing required by this agreement will come from regular annual budgets of the parties and Fire Suppression Special Revenue Fund as stipulated in SDCL 41-20-5 and SDCL 41-20-6.
4. This agreement may be terminated by either party upon thirty (30) days written notice without cause.
5. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that act, no person in the United

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States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signature affixed below.

STATE

CONTRACTOR

BY:

Jon L. Farris  
Jon L. Farris  
Acting Secretary of Agriculture

BY:

Leah Lutheran  
NAME Leah Lutheran  
TITLE School Board President

Dated this 16 Day of August, 2010.

Dated this 5th Day of August, 2010.

This is a Standard form and any modification requires new legal review.

- State Agency Coding (MSA Center) \_\_\_\_\_.
- State Agency MSA Company for which contract will be paid \_\_\_\_\_.
- Object/subobject MSA account to which voucher will be coded \_\_\_\_\_.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract is \_\_\_\_\_.

Approved as to Form by:  
[Signature]

## EXHIBIT A

### A.1 SCOPE OF CONTRACT

The intent of this Agreement is to obtain the services of water handling equipment (Engines and Water Tenders) for use on a local basis only. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The equipment may be used in the protection of lands, to include but not be limited to, severity, initial attack, fire suppression, and all-hazard incidents needing the use of personnel trained in the Incident Command System (ICS).

The rates that are assigned to each piece of equipment are determined by the South Dakota Secretary of Agriculture. The rates may be updated each year. Any updates will be forwarded to the contractor. The base rate includes a specific staffing level depending on the type of equipment. Staffing Level requirements are listed below.

#### ENGINE TYPES:

Minimum Standards by Type

Requirements	Engine Type							
	Structure		Wildland					
	1	2	3	4	5	6	7	9*
Tank minimum capacity (gal)	300	300	500	750	400	150	50	50
Pump minimum flow (gpm)	1000	500	150	50	50	50	10	6
@ rated pressure (psi)	150	150	250	100	100	100	100	100
Hose 2½"	1200	1000	-	-	-	-	-	-
1½"	500	500	1000	300	300	300	-	100
1"	-	-	500	300	300	300	200	½"
Ladders per NFPA1901****	Yes	Yes	-	-	-	-	-	-
Master stream 500 gpm min.	Yes	-	-	-	-	-	-	-
Pump and roll	-	-	Yes	Yes	Yes	Yes	Yes	Yes
Maximum GVWR (lbs)	-	-	-	-	26,000	19,500	14,000	
Personnel (min)	4**	3	3***	3***	3***	3***	3***	3

\*- State standard not NWCG requirement

\*\* - In-State standard is 4 personnel (Out-of-State requires 4 personnel)

\*\*\* - In-State standard is 3 personnel (Out-of-State requires 3 personnel)

\*\*\*\* - In-State standard is 20 feet of ladder (Out-of-State requires 48 feet)

#### ***Common additional needs. Requested as needed.***

-All wheel drive

-High pressure pump (250 psi @ ½ flow of Type)

-Foam Proportioner

-Compressed air foam system (CAFS) with minimum 40 cfm compressor

-Additional personnel

## WATER TENDER TYPES:

Minimum Standards by Type

	Water Tender Type						
	Support			Tactical		State Standard	
Requirements	S1	S2	S3	T1	T2	4*	5*
Tank capacity (gal)	4000	2500	1000	2000	1000	400+	400+
Pump minimum flow(gpm)	300	200	200	250	250	80+	---
@ rated pressure (psi)	50	50	50	150	150	---	---
Max. refill time (minutes)	30	20	15	---	---	---	---
Pump and roll	---	---	---	Yes	Yes		
Personnel (min)	1	1	1	2	2	1	1

➤ - State standard not NWCG requirements

- All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
- Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
- All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10 foot lift.
- Personnel shall meet the qualification requirements of NWCG *Wildland Fire Qualification System Guide*, PMS 310-1.
  - Water tenders must carry appropriate hose, clamps, adapters, and tools to be able to fill engines and or portable tanks. Tenders must also carry a minimum of one shovel and pulaski. Tenders participating in out of state dispatches must meet minimum federal guidelines for equipment and accessories.
- General specification for Engines and Tenders:
  - Larger diameter hose may be substituted for smaller hose to achieve total needed length.
  - Hose size is hose coupler size.
  - Engines must carry fittings to connect all hose on the apparatus.
- Ordered Structural Fire Engines - Any engine specifically ordered for the purpose of providing structural fire protection should have the basic gear and safety equipment required by structural fire fighting standards. Each engine must have, at a minimum, the following items for personnel:
  - NFPA approved protective clothing for structural fire fighting.
  - NFPA approved protective hoods.
  - NFPA approved gloves for structural fire fighting.
  - NFPA approved helmets for structural fire fighting.
  - NFPA approved SCBA's; for structural fire fighting.
  - NFPA approved footwear for structural fire fighting.
    - 400 ft of 1 ½ " single jacket wildland hose.
    - 200 ft of 1" single jacket wildland hose.
    - 2 – Shovels: 1 – McLeod, 1 – Pulaski
    - The following appliances: 2 – 1 ½ " to 1" Forestry "T's", 2 – Reducers
      - NST – 1 ½ " to 1".

- 2 – 1 ½ “ – 40 GPM nozzles.
- 2 – 1” – 20 GPM nozzles.
- 2 – Forestry clamps for single jacket wildland hose.
- Fire shelters for all engine crew members.
- Wildland fire personal protective equipment for all engine crew members.

## **A.2 PERIOD OF ASSIGNMENT**

Normal period of assignment may last from a few days to several weeks. No minimum or maximum period of assignment is guaranteed. However, once on an assignment, contract personnel are guaranteed 8 hours per day, per Engine or Water Tender, except for the first and last days. It is common for daily shifts to average 12 hours per shift.

The Incident Commander (IC) shall determine Rest and Recuperations (R&R) for personnel assigned to the incident. The Government shall compensate contractor for 8 hours per day per person when required to stay under Government control for R&R. Contractor shall not be compensated for services or mileage if personnel are permitted to return to point of hire, or home, for R&R.

## **A.3 LOCATION**

The exact location where services are to be performed will be determined at the time the resources are ordered/dispatched.

Working conditions may vary for each site. Work is usually performed in a camp setting in a forest or rangeland environment, sometimes in steep terrain where surfaces may be uneven, dusty and rocky. Temperatures are frequently extreme (cold or hot), both from the weather and the incident. Smoke, dust and windy conditions may exist.

## **A.4 PERSONNEL REQUIREMENTS**

All personnel to be dispatched shall be a High School Graduate or have a GED, be a minimum of 18 years of age, and must read, write and speak English. In addition, personnel must have in their possession a signed Incident Qualification Card (IQC) for the current year showing their qualifications.

### *A Training/Experience*

Each person under this Agreement shall meet the following minimum requirements:

1. RT-130 Annual Fireline Refresher including fire shelter
2. All Contractor personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1.
3. All engines and tactical water tender operators must pass the arduous work capacity test.
4. Commercial Drivers License, when required.
5. All operators shall be able to operate the equipment safely up to the manufacturer's limitations, to include GVWR.

The government reserves the right to verify training at any time for all operators.

### *B Engine and Water Tender Staffing Requirements*

Staffing levels for equipment are determined by policies set forth in the National Interagency Mobilization Guide and local zone dispatch protocols. Manning levels may vary as requested by the requesting agency. The contractor agrees to provide a staffing level as indicated above.

A deduction of \$25 per person per hour will be made when the above staffing levels are not met on Engines and Water Tenders.

Note: This work entails physical demands. The work requires physical exertion for extended period including walking and/or sitting in a sedentary position for estimated 8 to 12 hour shifts.

## **A.5 GOVERNMENT FURNISHED PROPERTY/SERVICES**

1. **Subsistence:** The Government shall furnish food and water after the first shift worked if the personnel are not released and are required to stay in base camp. If base camp is not available, food and lodging will be reimbursed at the current per diem rates allowed by the State of South Dakota.
2. **Supplies:** In an emergency, subject to availability, any supplies needed by contract personnel can be issued by the Government (to be deducted from the contractor's invoice).
3. **Showers/Laundry:** If available in base camp, showers/laundry services shall be available for contract personnel, at no cost.
4. **Commissary:** All contract personnel will be allowed to make cash purchases from the Commissary. In lieu of cash purchases, contract invoice deductions may be made for commissary purchases **IF** the contractor approves this option for contract personnel.
5. **Personnel protective equipment (PPE):** For replacement or purchase purposes, PPE may be available from the Government. PPE will be returned to the Government upon release from the incident or deducted from the contractors invoice if purchased.
6. **First aid:** The Government will provide first aid to contract personnel when needs arise. See Contractor furnished Property/Services regarding accidents and illness.

## **A.6 CONTRACTOR- FURNISHED PROPERTY/SERVICES**

1. **Personnel:** Contractor shall provide trained contract personnel at the times and places specified. Contractor may rotate personnel, if needed (e.g. long-duration incidents), and as agreed upon between the Contractor and the Government.
2. **Transportation:** (mobilization and demobilization). Contractor shall provide transportation of contract personnel to and from incidents. The Government reserves the right to provide transportation of contract personnel at the Government's discretion. Vehicles transporting contract personnel shall meet all applicable state and federal laws and shall be able to operate on roads accessible by 4X4 Vehicles. Vehicle(s) that become inoperable will be towed at Contractor's expense.
3. **Subsistence:** Contractor shall provide personnel with adequate food and water for the first shift after leaving the point of hire. If contract personnel are allowed to return to their home station, or leave the incident base camp during their off-shift time, the Contractor shall provide food, water, transportation, and lodging. Contract personnel shall not leave the incident base camp without approval of the Government.
4. **Supplies:** Contractor shall provide sleeping bags for personnel. Tents are also encouraged.

5. **Laundry services:** Laundry services shall be the Contractor's responsibility. If the Government has contract laundry services available at the incident, contract personnel may utilize the service without charge.
6. **Accidents, illness:** Contractor's insurance shall cover all employee accidents as specified in the insurance requirements of this contract. The Government will provide first aid to contract personnel when needs arise. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contract personnel are in camp with an illness or injury requiring transport to a medical facility/hospital, they may be transported by the Government, with costs charge back to the Contractor. Replacement(s) for injured or ill contract personnel shall be provided by the contractor, if needed by the Government and as agreed upon between the Contractor and the Government.
7. **Personnel protective equipment (PPE):** Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

Contractor shall be responsible for ensuring that all personnel arrive with the following:

***Personal Protective Equipment (PPE)***

- (1) **BOOTS:** All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not recommended).
- (2) **HARD HAT:** Hardhat meeting NFPA Standard 1977 is required.
- (3) **GLOVES:** One pair of heavy-duty leather per person.
- (4) **EYE PROTECTION:** One pair (meets standards ANSI Z87, latest edition).
- (5) **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.
- (6) **HEAD LAMP:** With batteries and attachment for hardhat.
- (7) **FIRE SHELTER:** Each person is required to possess a fire shelter that meets refurbishment standards. The New Generation Fire Shelter must be manufactured in accordance with US Forest Service Specification 5100-606.
- (8) **FLAME RESISTANT CLOTHING (Shirt and Pants).** A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

**NOTE:** It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

## **A.7 CONTRACTOR PERFORMANCE**

Unsatisfactory performance may be grounds for contract personnel to be released from an incident and/or this contract being terminated.

Contractors are responsible to enforce a harassment free workplace. Contract personnel who engage in harassment may be released from an incident and a Contractor who fails to enforce this policy may have their contract terminated.

## **A.8 ORDERING /DISPATCHING**

Local dispatch units within the contract geographic area will coordinate and dispatch all services required under this contract. Contractors will provide their dispatch contact information at the time of contract award. Orders will be placed verbally, followed by a confirmation fax to the Contractor.

The following information shall be furnished to the Contractor, or agreed upon, when ordered (dispatched):

1. Upon receiving and accepting a dispatch call from the Government, the Contractor shall have one (1) hour to confirm personnel availability and to agree on the time of departure. If the Contractor exceeds this one hour confirmation, the order may be cancelled by the Government, at no cost to the Government.
2. At the time of dispatch, an incident resource order will be provided to the Contractor via fax. A copy of the resource order MUST be provided at check-in at the incident. Contractors arriving without this copy may not be able to work on the incident. If this occurs and the Government chooses to allow the contract personnel to work, payment will not be made for mobilization/demobilization.
3. Locations of and directions to, the incident and any known road conditions and/or safety information related to access to the camp shall be relayed at the time of dispatch. Although not anticipated, the Government may designate a site where the Contractor can meet a Government representative for escort to the camp.
4. A check in point at the incident base camp will be provided at the time of dispatch.
5. To be agreed upon at the time of dispatch:
  - Point of hire
  - Time of hire
  - Method of transporting contract personnel
  - Estimated time of arrival (must be able to arrive within 24 hours from the time of dispatch).
6. At check-in the contractor must provide the following:
  - A copy of the incident resource order (See item 2 above).
  - A copy of current contract.

## **A.9 CONTRACT PAYMENT ADMINISTRATION INFO**

1. **General:** The Government shall pay the Contractor for the services performed by the Contractor, in accordance with the rates of this contract and the guidelines set within this document. The Contractor's Representative and/or employee will carry copies of the contract and the resource order(s) to the assigned incident. If the Contractor has an assignment for payment, a copy of the Notice of Assignment shall also be carried.

2. **Hourly rates:** The contract hourly rate will be paid from the time of hire and point of hire to the incident, allowing for reasonable travel time to the appointed destination. Once on an assignment, contract personnel and equipment are guaranteed 8 hours per day, per employee or piece of equipment, except for the first and last days (paid at actual hours) and days when they are unable to work (not paid). All personnel and equipment should show a ½ hour meal break on their crew time report or emergency shift ticket. The only time they wouldn't is when working on Initial Attack or in very Active Fire Situations. In these situations it should be documented on their crew time report or emergency shift ticket, as to why no meal break was taken.
3. **Mobilization/Demobilization:** At the time the contractor is dispatched, the dispatcher will notify the contractor if the contractor is required to fly. If the contractor is required to fly the contractor will be reimbursed reasonable expenses incurred for air travel. If the contractor is required to drive, the contractor will be paid actual mileage (verified by a computer program such as mapquest) and at the current per diem rates allowed by the State of South Dakota.
4. **Forms/procedures to follow:**

- After each shift, the Contractor's Representative/ or employee will report the equipments time to the Finance Section. The Emergency Equipment Shift Ticket (OF-297) or SDWFS Crew/Equipment Time Report (AG-DOF-217/89), will be used to record hours worked and should be signed off by an appropriate agency official (usually the person directly supervising the contract personnel or equipment at the incident base camp).
- Finance Section personnel will post time to an Equipment Use Invoice, OF-286. When a contractor is released from the incident to return to the point of hire, the Finance Section will close out the equipment use invoice with the Contractor's representative. The invoice will include estimated time for return travel.

**Invoices should be sent to the Administrative Office for Payment which is:**

SD Division of Wildland Fire Suppression  
Fire Business Accountant  
4250 Fire Station Rd., Ste 2  
Rapid City, SD, 57703.

5. **Designated payment office criteria:** Payments will be based on the submission of properly signed and completed OF-286 Equipment Use Invoice and Emergency Equipment Shift Ticket (OF-297) or SDWFS Crew/Equipment Time Report (AG-DOF-217/89). **Payment will be made by the State of South Dakota.** If the Contractor has designated a financial institution for receipt of electronic funds transfer payments, the Electronic Funds Transfer Payment Method may be used.

**Payment Package should include ORIGINAL Copies of:**

1. Emergency Equipment Shift Ticket or #2.
2. SDWFS Crew/Equipment Time Report or #1.
3. Equipment Use Invoice, OF-286.
4. Resource Order.
5. Pre & Post Inspection Form.

6. **Other Payment Criteria:**

**A. Reimbursement for Meals and Lodging.** Compensation for meals and lodging is at the discretion of the incident commander. (See State of South Dakota Fire Incident Handbook, Page 14 Section V, Compensation) The contractor shall provide the first meal. Reimbursement of lodging and meals for Contractor personnel will be based on per-diem rates and rules established for the State of South Dakota.

➤ Lodging

Reimbursement for lodging will be based on receipts and will not exceed current state rate per night per individual. Receipts for multiple occupancy must show the single rate and the multiple occupancy rates. Individual reimbursement will be based on the total room rate (plus tax) divided by the number of occupants. The current SD State lodging rates can be found at: <http://wfs.sd.gov/firebusiness.aspx> and clicking on Travel Regulations.

➤ Meals

Reimbursement for meals will be based on and cannot exceed current SD State per diem rates. Tips are not reimbursable. The current SD State meal rates can be found at: <http://wfs.sd.gov/firebusiness.aspx> and clicking on Travel Regulations.

**B. Compensation Rates for Portable Pumps and Tanks.**

Portable Pumps: **	24 Hour Day Only
0 to 200 GPM	\$30.00/day
200 + GPM	\$40.00/day

Portable Tanks:	24 Hour Day Only
Under 1500 Gal.	\$20.00/day
1500 + Gal.	\$25.00/day

The daily rate includes use of suction hose, screen, 100-foot hose and a nozzle. If this equipment is not available with the pump, the rate shall be adjusted accordingly. The daily rate is for usage during any part of a day beginning at 0001 and ending at 2400 hours.

**C. Compensation Rate for Crew Rotation.** The contractor will be compensated for the actual mileage to rotate the new Engine Crew in and the old Crew out, at the following rate.

Crew Rotation Vehicle	\$0.48/mile
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The mileage must be documented, by writing the beginning and ending odometer reading on the Crew/Equipment Time Report or Emergency Equipment Shift Ticket, for each trip.

**D. Compensation Rates for Fire Engines and Tenders.** The Contractor will be compensated for engines and tenders based on the rates that are assigned to each piece of equipment as determined by the South Dakota Secretary of Agriculture. These rates include the personnel. All guaranteed minimums are excluded from application to this agreement.

**E. Compressed Air Foam.** Add \$20.00/Hr to the rates listed for any engine equipped with a Compressed Air Foam System (CAFS) meeting the following minimum capacity, 40 CFM @ 100 PSI, to cover the cost of foam based on an application rate of three tenths of one percent @ 25 gpm and additional equipment.

**F. Fire Gel or Class A Foam.** Fire Gel or Class A Foam used on wildfires will be replaced on the fire. If the supply unit does not stock gel or class A foam then the contractor can request replacement through the state supply cache or bill the State for the gel or class A foam used. Requests for replacement of gel supplies will be accompanied by supporting documentation, such as an General Message Form (ICS 214) or Crew Time Report (CTR), which notes where the supplies were used and the quantity.

- G. Prescribed Fire & Severity.** When equipment is ordered for severity or prescribed burn assignments, the following payment will be made:

<b>SEVERITY &amp; PRESCRIBED BURN RATES</b>
Severity is paid at 75% of the hourly rate for actual hours worked, excluding meal breaks.
Prescribed Burns are paid at 75% of the hourly rate for actual hours worked, excluding meal breaks.

Severity & Prescribed Burn assignments are at the discretion of the Contractor to accept or reject. Rejecting a severity or prescribed burn assignment will not affect placement on the priority list or preclude a Contractor from being offered a suppression assignment.

Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, Meals and Lodging will be reimbursed by the SD Division of Wildland Fire Suppression, at the current state rates.

- H. Personnel Reduction.** The rates will be reduced by \$25/hour if the number of personnel required, cannot be furnished. (i.e. a Type 6 engine with two personnel instead of three would be compensated at \$25 less than the rate established by the State of South Dakota.)

**7. Payment shall not be made for:**

- Services and/or mileage if personnel are permitted to return to point of hire, or home, for R&R.
- Costs associated with contract personnel whose employment is terminated at the incident location, or who choose to return from the incident location for personal reasons.
- Days when contract personnel are unable to work, including, but not limited to, absences due to illness or injury.
- Mobilization/demobilization, when contract personnel are transported at the Government's expense.
- Mobilization/demobilization when the Contractor chooses to rotate employees.
- Mobilization/demobilization of contractor personnel arriving at the incident without a copy of their resource order.

## **A.10 DEFINITIONS**

**INCIDENT ADMINISTRATIVE UNIT:** The proclaimed unit (forest, park, district, refuge, etc.) where the incident is located.

**INCIDENT BASE CAMP:** A specific location where support activities are located and performed for the incident.

**COMMISSARY:** A store-type operation at the incident that sells personal items such as toothpaste, tobacco products, certain clothing items, etc.

**COMP CLAIMS:** Comp refers to compensation for injury claims. Claim refers to property damage claims.

**CONTRACT GEOGRAPHICAL AREA:** The Contract Geographical Area is the State of South Dakota.

**CONTRACTING OFFICER'S REPRESENTATIVE:** Incident Finance Section Chief.

**CONTRACTOR'S REPRESENTATIVE:** Designated Contract personnel at the incident, with the authority to sign invoices.

**DISPATCH TIME:** Actual time of departure from the point of hire.

**FINANCE SECTION CHIEF:** Member of the command and general staff responsible for all financial and cost analysis aspects of the incident.

**INCIDENT:** An emergency operation such as wildland fire, flood, volcano, hurricane, etc.

**INCIDENT COMMANDER:** Individual responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

**MINOR FIRST AID:** Minor illness and injuries (e.g., cuts, blisters, sore throat) that can be treated by medical personnel on site.

**MOBILIZATION/DEMOBILIZATION:** Costs associated with transporting personnel from the point of hire to incident base camp, moves within the same incident (e.g., spike camps), and return to the point of hire.

**NFES:** National Fire Equipment System

**POINT OF HIRE:** Location where contract personnel are being dispatched from, normally the Contractor's facility. To be agreed upon at the time of order.

**PPE:** (Personal Protective Equipment): fire resistant shirt and pants. It is very rare that PPE is required to be worn at incident base camps.

**REST AND RECUPERATIONS (R&R):** Consecutive 24 hours off shift.

**REOURCE ORDER:** A memo ordering-type form used by incident management teams to order personnel, equipment and supplies.

**SHIFT:** Actual time spent working and Government-ordered travel, not to exceed 16 hours/day.

**SPIKE CAMP:** Subsidiary camp(s) within the same incident.

**TIME OF HIRE:** Time when compensation, at the contract rates, begins. To be agreed upon at the time of order/dispatch.

## **Exhibit C**

### **Job Shadowing Experience**

#### **C.1 SCOPE OF CONTRACT**

The intent of this contract is to provide to the Fire Science Program and to the students participating therein at Western Dakota Tech, to receive job shadowing experience in the duties of a Fire Fighter.

WFS shall allow WDT fire science students to participate in a job shadowing experience, for the purpose of receiving exposure to the practical application of a firefighter's daily duties and experiences. It is understood that this real life exposure will vary depending upon assignment with WFS, and other duties as assigned.

It is understood that the mission of WFS is one of public service and safety. At times, firefighters can be and often are assigned duties which involve danger and serious risk. The crew boss/engine boss/firefighter with whom the WDT student is assigned to shadow will not avoid or disregard duties which involve emergencies or danger. The WDT fire science student shall follow the directions/instructions of the supervisor with whom they are assigned.

It is understood that WFS will require the WDT fire science student to execute necessary documentation as part of the requirements to participate in any job shadowing experience. An example of such documentation is the State of South Dakota's Bureau of Administration's Risk Management "Volunteer Work Agreement".

WDT students participating in this program must provide proof of valid driver's license.

WDT shall require that all fire science students report for their assigned duties in a punctual manner. WDT students will present themselves in a

neat, clean and professional manner. Students shall report in all required wildland PPE on each assigned day.

It is agreed and understood that WFS is not obligated to and will not provide any type of insurance for said students, faculty, or WDT including, but not limited to, workers compensation or general or professional liability.

Students may also be eligible for workers' compensation insurance coverage as per SDCL 62-1-4.1

**BUSINESS AND SUPPORT SERVICES****Fiscal Affairs**

KIRKEBY moved and NELSEN seconded to approve the following Business and Support Services consent agenda items as recommended by the administration: Claims Report, Imprest Claims Report, Open Enrollment Requests, Student Assignment Requests, Agreement between Partnership Rapid City and Rapid City Public Schools Foundation, Consulting Agreement with Dorothy Brewick, Termination of Lease Agreement between Western Dakota Technical Institute and Meade School District, Energy Efficiency Conservation Block Grant Loan Agreement, Joint Powers Agreement between Western Dakota Tech and South Dakota Department of Agriculture, Division of Wildland Fire Suppression, Rental Contract with South Dakota School of Mines and Technology, Agreement between Western Dakota Tech and Jenzabar, Emergency Contracts and Bid Review and Award and Addendum – Enrollment Options – Open Enrollment Request; Lease Agreement with National American University; Contractual Services Agreement with Black Hills Special Services and Bid Review and Awards – Music Equipment. Pulled for separate consideration - Agreement for Services with Institute for Educational Leadership and Evaluation – 2010 RCAS Consolidated Survey System. MOTION CARRIED (7-0)

**Claims Report**

- 10 General Fund
- 21 Capital Outlay Fund
- 22 Special Education Fund
- 23 Post-Secondary Fund
- 24 Pension Fund
- 41 Capital Projects Fund
- 51 Food Service Fund
- 57 Health Insurance Fund

**BUSINESS AND SUPPORT SERVICES**

**Fiscal Affairs**

**Joint Powers Agreement between Western Dakota Tech and South Dakota Department of Agriculture, Division of Wildland Fire Suppression**

**BACKGROUND INFORMATION:**

Western Dakota Technical Institute (WDTI) and the South Dakota Wildland Fire Division cooperate in many ways. Fire Science students job shadow and intern with the agency, and WDTI apparatus and equipment is made available to the Wildland Fire Division when needed to fight major wildfires.

**ADMINISTRATIVE CONSIDERATION:**

The agreements address the rates for compensation and insurance responsibilities needed to conduct this business. These documents are updates from existing agreements and will allow the continuation of the activities listed above. This is a win-win situation and should be renewed. These agreements are available in the superintendent's office.

**ADMINISTRATION'S RECOMMENDATION:**

It is recommended that the Board of Education approve the agreements between Rapid City Area School District and South Dakota Department of Agriculture, Division of Wildland Fire Suppression.

**RAPID CITY AREA  
SCHOOL DISTRICT 51/4**

300 Sixth Street  
Rapid City, South Dakota 57701-2724

**Assistant Superintendent  
Business Affairs  
(605) 394-4026**



August 6, 2010

Cindy Hansen  
SD Wildland Fire Suppression  
4250 Fire Station Rd, Ste 2  
Rapid City SD 57703

Dear Cindy:

Hello! Enclosed is the signed Joint Powers Agreement between Rapid City Area Schools and South Dakota Department of Agriculture. This was approved by the school board on August 5, 2010. Would you please forward this on to Jon Farris for his signature and then return a copy to us after the signature is complete.

I've attached Exhibit A and Exhibit C, as these were approved. Exhibit B will be approved at a different time. Thank you!

Sincerely,

Kathy Lewis  
Administrative Secretary

Enclosures